

NOTE: Certain provisions of this contract may not be appropriate for every situation as written. Be sure to read through the document and make any changes needed.

**Sample Professional Services Contract
For Legal Services (revised 4/16/03)**

Section 1. Definitions.

This agreement is made and entered into by and between the _____ and the law firm of _____ in consideration of the mutual promises contained herein.

Unless this contract expressly provides otherwise, the following definitions shall apply herein:

- A. "City" means the
- B. "Contractor" means
- C. "Administrator" means the City Clerk for the

Section 2. Services

- A. The Contractor shall represent the City in all civil and criminal proceedings except those matters which may be assigned by the City to independent counsel. Additionally, at the request of the City Council or such other persons as the Council may designate in writing, the Contractor shall provide advice, document preparation and other professional legal services to the City Council and administrative departments of the City as required. It is anticipated that the Contractor will provide approximately eighteen (18) hours per month of professional services to the City under this contract.
- B. All services furnished hereunder by the Contractor shall be performed by, or under, the direction of _____.

Section 3. Access to City Personnel.

The City shall provide the Contractor with access to qualified municipal personnel, as well as any municipal records necessary for the performance of the Contractor's duties hereunder

Section 4. Contract Administrator.

The Administrator shall perform at least the following duties:

- A. Designate the work to be performed under this agreement.
- B. Receive all information and notices the Contractor is required to communicate to the City pursuant to this agreement.

Section 5. Term.

This contract shall become effective _____ and shall expire _____. This contract may be renewed from year to year by execution of a written amendment to this contract by the parties.

Section 6. Compensation.

- A. The City shall pay the Contractor for personal services rendered on an hourly basis as per the fee schedule attached hereto as Exhibit A.
- B. The City shall reimburse the Contractor for the following expenses reasonably incurred in performing professional services under Section 2:
 - 1. Travel, provided that the Contractor has incurred travel expenses at the request of the City.
 - 2. Telephone, telegraph, transcripts and similar items ordinarily charged to a client by an attorney.
- C. Charges under subsection B of this section shall not include items of the Contractor's overhead, such as secretarial time, office overhead, library expenses, office supplies, and similar expenses incurred by the Contractor in the general course of its business as a law firm.
- D. Total compensation under this contract shall not exceed _____. The Contractor shall be entitled to no compensation under this contract beyond the scope of the City's express obligations under subsection A through C of this section.

Section 7. Itemized Payment Reporting.

The Contractor shall submit itemized monthly billings to the City for professional services or other charges billable under this contract. The monthly billings shall identify the subject of the work performed and the time, to the nearest one-tenth of an hour, spent on each subject.

Section 8. Availability of Funds.

The contract is subject to the availability of funds lawfully appropriated for its performance.

Section 9. Relationship of Parties.

The Contractor shall perform its obligations hereunder as independent Contractor of the City. The City may administer the contract and monitor the Contractor's compliance with its obligations hereunder in the following manner:

- A. The Administrator will assign individual projects to the Contractor by written letter or memorandum. In the event verbal requests must be made due to time constraints. Written confirmation will follow.
- B. The City shall have access to the Contractor's entire file on any matter assigned to the Contractor.
- C. The Contractor shall notify the Administrator in writing within three (3) days of any decision, action, or judgment from which appeal may be taken as a matter of right.
- D. The City reserves the right to approve all settlements.
- E. The Contractor shall deliver a written, semi-annual report to the Administrator on all cases involving exposure to possible loss in the amount of \$25,000 or more. The reports are due July 1 and December 31 of each calendar year and shall contain the following information:

1. A brief summary description of the nature of the claim,
 2. Progress of the case to date,
 3. An evaluation of the likelihood of an unfavorable outcome, with an estimate, if one can be made, of the amount or range of possible loss; and
 4. A statement of planned or anticipated activity during the forthcoming six (6) months.
- The first annual report for each assigned case shall be due at the next semi-annual reporting date.

Section 10. Insurance and Indemnification.

- A. The Contractor shall maintain an errors and omissions policy in the amount of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000), unless a different amount is authorized in writing by the Administrator.
- B. The Contractor shall indemnify, defend, save and hold the city harmless from any claims, lawsuits or liability, including attorney's fees and costs, allegedly arising out of loss, damage or injury to persons or property occurring during the course of or as a result of the Contractor's performance pursuant to this contract.

Section 11. Nondiscrimination.

The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination.

Section 12. Permits, Laws, and Taxes.

The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination.

Section 13. Conflict of Interest.

The contract shall comply with all relevant provisions of the Alaska Bar Rules and the Code of Professional Responsibility of the American Bar Association concerning prohibition of conflicts of interest among clients. For purposes of applying these standards, the city shall be regarded as though it were a private corporate client. The Contractor shall not accept any employment and shall not render any professional services to other parties if such action might be inconsistent with the above-referenced standards unless the prior written approval of the City Council has been obtained.

Section 14. Nonwaiver.

The failure of the City at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the rights of the City thereafter to enforce each and every provision hereof.

Section 15. Assignments.

Except insofar as this contract specifically permits assignments, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract without the express written consent of the Administrator shall be void, and any attempt by the Contractor to

assign any part of its interest or delegate duties under this contract shall give the City the right immediately to terminate this contract without any liability for work performed.

Section 16. Termination.

- A. This contract may be terminated by either party for any reason upon sixty (60) days prior notice to the other party.
- B. Either party may terminate this contract in full or with respect to any individual case assigned hereunder only if there exists adequate time for substituted counsel to become prepared to handle any pending legal proceeding and if substitution of counsel is approved by an judicial authority from which such approval must be obtained.
- C. In the event that the Contractor serves notice of its intent to terminate representation under the provisions of this section on more than one assignment, adequate time for the City to prepare to handle the assignment, as provided herein shall be determined in accordance with the cumulative effect of all other assignment terminations.

Section 17. Amendment.

The parties may amend this contract only by written agreement which shall be attached as an appendix hereto.

Section 18. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court, Third Judicial District, for the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 19. Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall be in effect to the extent of such validity without invalidating the remaining provisions of the contract.

Section 20. Integration.

This instrument and any writings incorporated by reference herein embody the entire agreement of the parties. This contract shall supersede all previous communications, representations or agreements, whether oral or written, between the parties hereto. The contract contemplated, but is not limited to, addenda that add or delete cases from the Contractor's authority.

Section 21. Ownership, Publication, Reproduction, and Use of Material.

- A. All reports, notes, documents and other tangible things generated by the Contractor under this contract are trial preparation materials pursuant to Civil Rule 26(b)(3), Alaska Rules of Civil Procedure, and all privileged documents. Furthermore, all facts learned and opinions formulated by the Contractor are privileged pursuant to Civil Rule 26(b)(4).

- B. The Contractor agrees to discuss matters and reveal documents relating to this contract only with the individuals named below and with such other individuals as may be approved. Discussion is authorized with:

[add or delete as needed]

- City Council Members
- City Clerk
- City Manager
- City officials designated in writing by the City Council, City Clerk or City Manager

- C. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this contract shall be the property of the City, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

Section 22. Notices.

Any notice requirement pertaining to the subject matter of this contract shall be personally delivered or mailed by prepaid first class registered or certified mail to the following address:

City:

Contractor:

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates shown below:

CITY

CONTRACTOR

For the City Council

Date: _____

Date: _____
IRS Tax Identification No.

Tax Status: Taxable ()
Non-Taxable ()

Attest:

City Clerk

Date: _____

STATE OF ALASKA

)
)ss.
)

_____ JUDICIAL DISTRICT

THIS CERTIFIES that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____ known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day, month, and year in this certificate first above mentioned.

Notary Public in and for Alaska
My Commission Expires: _____